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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF CALIFORNIA

*In re Ex Parte* Application of,  
LG ELECTRONICS DEUTSCHLAND  
GMBH and LG ELECTRONICS JAPAN, INC.  
  
Applicants,  
  
For an Order Pursuant to 28 U.S.C. § 1782  
Granting Leave to Obtain Discovery from  
Qualcomm Incorporated for Use in Foreign  
Proceedings.

Case No. 12CV1197-JLS (MDD)

**STIPULATED PROTECTIVE ORDER  
REGARDING MATERIALS  
PRODUCED BY QUALCOMM  
INCORPORATED AS MODIFIED BY  
THE COURT**

1 **1. PURPOSES AND LIMITATIONS**

2 Disclosure and discovery activity in this action and related Proceedings, as defined below,  
3 are likely to involve production of confidential, proprietary, or private information for which  
4 special protection from public disclosure and from use for any purpose other than prosecuting the  
5 Proceedings may be warranted. Accordingly, the parties hereby stipulate to and petition the court  
6 to enter the following Stipulated Protective Order. The parties acknowledge that this Order does  
7 not confer blanket protections on all disclosures or responses to discovery and that the protection  
8 it affords from public disclosure and use extends only to the limited information or items that are  
9 entitled to confidential treatment under the applicable legal principles.

10 1.1 Limitation on Scope: This Stipulated Protective Order shall apply exclusively to  
11 Qualcomm Incorporated's production of discovery pursuant to the Court's Order Granting LGE's  
12 *Ex Parte* Application Pursuant to 28 U.S.C. § 1782 for an Order Granting Leave to Obtain  
13 Discovery for Use in Foreign Proceedings. For avoidance of doubt, this Stipulation shall not  
14 apply to any other production of discovery. Any documents produced by Qualcomm may be used  
15 by Applicants LG Electronics Deutschland GmbH and LG Electronics Japan, Inc. (collectively  
16 "LGE") with respect to any Proceeding, as defined below, and for no other purpose whatsoever.

17 **2. DEFINITIONS**

18 2.1 Challenging Party: a Party or Non-Party that challenges the designation of  
19 information or items under this Order.

20 2.2 "CONFIDENTIAL" Information or Items: information (regardless of how it is  
21 generated, stored or maintained) or tangible things that qualify for protection under Federal Rule  
22 of Civil Procedure 26(c).

23 2.3 Counsel (without qualifier): Outside Counsel of Record and House Counsel (as  
24 well as their support staff).

25 2.4 Disclosure or Discovery Material: all items or information, regardless of the  
26 medium or manner in which it is generated, stored, or maintained (including, among other things,  
27 testimony, transcripts, and tangible things), that are produced or generated in disclosures or  
28 responses to discovery in this matter.

1           2.5     Expert: a person with specialized knowledge or experience in a matter pertinent to  
2 the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or  
3 as a consultant in this action or any Proceeding, (2) is not a past or current employee of a Party or  
4 of a Qualcomm competitor, and (3) at the time of retention, is not anticipated to become an  
5 employee of a Party or of an Qualcomm competitor.

6           2.6     “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or  
7 Items: extremely sensitive “Confidential Information or Items,” disclosure of which to another  
8 Party or Non-Party would create a substantial risk of serious harm that could not be avoided by  
9 less restrictive means.

10          2.7     House Counsel: attorneys who are employees of a party to this action or any  
11 Proceeding. House Counsel does not include Outside Counsel of Record or any other outside  
12 counsel.

13          2.8     Non-Party: any natural person, partnership, corporation, association, or other legal  
14 entity not named as a Party to this action or any Proceeding.

15          2.9     Outside Counsel of Record: attorneys who are not employees of a party to this  
16 action or any Proceeding but are retained to represent or advise a party to this action or any  
17 Proceeding and have appeared in this action or a Proceeding on behalf of that party or are  
18 affiliated with a law firm which has appeared on behalf of that party.

19          2.10    Party: any party to this action or any Proceeding, including all of its officers,  
20 directors, employees, consultants, retained experts, and Outside Counsel of Record (and their  
21 support staffs).

22          2.11    Professional Vendors: persons or entities that provide litigation support services  
23 (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and  
24 organizing, storing, or retrieving data in any form or medium) and their employees and  
25 subcontractors.

26          2.12    Protected Material: any Disclosure or Discovery Material that is designated as  
27 “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

28          2.13    Receiving Party: a Party that receives Disclosure or Discovery Material from

Qualcomm.

2.14 Proceedings: Any action in a jurisdiction not within the United States or any territories of the United States which Mitsubishi Electric Corporation or one or more of Mitsubishi's subsidiaries (collectively "Mitsubishi") alleges patent infringement and such allegations implicate or may implicate a component supplied to LGE by Qualcomm Incorporated or any of Qualcomm Incorporated's subsidiaries (collectively "Qualcomm"), including but not limited to:

- i. Case No. 47835 of 2010 pending in the Tokyo District Court (Civil Department No. 29A), Japan, in which Mitsubishi is asserting patent infringement claims against LG Electronics Japan, Inc.
- ii. Case Nos. 4b O 303/10, 4b O 45/11, and 4b O 46/11 pending in the Regional Court of Dusseldorf (4b Civil Division), Germany, in which Mitsubishi is asserting patent infringement claims against LG Electronics Deutschland GmbH.

However, to the extent that the law of a country in which a Proceeding occurs prohibits a provision of this Stipulated Protective Order, that provision shall not apply to that Proceeding.

### **3. SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of publication not involving a violation of this Order, including becoming part of the public record through trial or otherwise; and (b) any information known to the Receiving Party prior to the disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the information lawfully and under no obligation of confidentiality to Qualcomm. Any

1 use of Protected Material at trial shall be governed by a separate agreement or order.

2 **4. DURATION**

3 Even after final disposition of this litigation and the Proceedings, the confidentiality  
4 obligations imposed by this Order shall remain in effect until Qualcomm agrees otherwise in  
5 writing or a court order otherwise directs. Final disposition shall be deemed to be the later of  
6 (1) dismissal of all claims and defenses in all Proceedings, with or without prejudice; and (2) final  
7 judgment in all Proceedings after the completion and exhaustion of all appeals, rehearings,  
8 remands, trials, or reviews of this action and the Proceedings, including the time limits for filing  
9 any motions or applications for extension of time pursuant to applicable law. This Court will  
10 retain jurisdiction over this action for the purpose of enforcement of this Order for one (1) year  
11 following final disposition. Each Party hereby consents to the specific jurisdiction of the Court  
12 for that purpose.

13 **5. DESIGNATING PROTECTED MATERIAL**

14 5.1 Manner and Timing of Designations. Except as otherwise provided in this Order  
15 (see, e.g., second paragraph of section 5.1(a) below), or as otherwise stipulated or ordered,  
16 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so  
17 designated before the material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic documents, but  
20 excluding transcripts of depositions or other pretrial or trial proceedings), that Qualcomm affix  
21 the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”  
22 to each page that contains protected material. If only a portion or portions of the material on a  
23 page qualifies for protection, Qualcomm also must clearly identify the protected portion(s) (e.g.,  
24 by making appropriate markings in the margins) and must specify, for each portion, the level of  
25 protection being asserted.

26 If Qualcomm makes original documents or materials available for inspection, it need not  
27 designate them for protection until after the inspecting Party has indicated which material it  
28 would like copied and produced. During the inspection and before the designation, all of the

1 material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –  
2 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants  
3 copied and produced, Qualcomm must determine which documents, or portions thereof, qualify  
4 for protection under this Order. Then, before producing the specified documents, the Qualcomm  
5 must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
6 ATTORNEYS’ EYES ONLY”) to each page that contains Protected Material. If only a portion  
7 or portions of the material on a page qualifies for protection, Qualcomm also must clearly identify  
8 the protected portion(s) (e.g., by making appropriate markings in the margins) and must specify,  
9 for each portion, the level of protection being asserted.

10 (b) for testimony given in deposition or in other pretrial or trial proceedings, that the  
11 Parties attending the deposition identify on the record, before the close of the deposition, hearing,  
12 or other proceeding, that any testimony concerning Protected Material be designated with the  
13 same level of protection as the Protected Material.

14 Parties shall give Qualcomm notice if they reasonably expect a deposition, hearing or  
15 other proceeding to include Protected Material so that Qualcomm can ensure that only authorized  
16 individuals who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A) are  
17 present at those proceedings. The use of a document as an exhibit at a deposition shall not in any  
18 way affect its designation as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –  
19 ATTORNEYS’ EYES ONLY.”

20 Transcripts containing Protected Material shall have an obvious legend on the title page  
21 that the transcript contains Protected Material, and the title page shall be followed by a list of all  
22 pages (including line numbers as appropriate) that have been designated as Protected Material and  
23 the level of protection being asserted by Qualcomm. Qualcomm shall inform the court reporter of  
24 these requirements.

25 (c) for information produced in some form other than documentary and for any other  
26 tangible items, that Qualcomm affix in a prominent place on the exterior of the container or  
27 containers in which the information or item is stored the legend “CONFIDENTIAL” or  
28 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of

1 the information or item warrant protection, Qualcomm, to the extent practicable, shall identify the  
2 protected portion(s) and specify the level of protection being asserted.

3 5.2 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to  
4 designate qualified information or items does not, standing alone, waive Qualcomm's right to  
5 secure protection under this Order for such material. Upon timely correction of a designation, the  
6 Receiving Party must make reasonable efforts to ensure that the material is treated in accordance  
7 with the provisions of this Order.

8 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

9 6.1 Timing of Challenges. Any Party or Non-Party may challenge a designation of  
10 confidentiality at any time. Unless a prompt challenge to Qualcomm's confidentiality designation  
11 is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a  
12 significant disruption or delay of the litigation, a Party does not waive its right to challenge a  
13 confidentiality designation by electing not to mount a challenge promptly after the original  
14 designation is disclosed.

15 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
16 process by providing written notice of each designation it is challenging and describing the basis  
17 of the challenge to Qualcomm. To avoid ambiguity as to whether a challenge is being made, the  
18 written notice must recite that the challenge to confidentiality is being made in accordance with  
19 this specific Paragraph of the Protective Order. The parties shall attempt to resolve each  
20 challenge in good faith and must begin the process by conferring directly (in voice to voice  
21 dialogue; other forms of communication are not sufficient) within 14 days of the date of service  
22 of notice. In conferring, the Challenging Party must explain the basis for its belief that the  
23 confidentiality designation was not proper and must give Qualcomm an opportunity to review the  
24 designated material, to reconsider the circumstances, and, if no change in designation is offered,  
25 to explain the basis for the chosen designation. A Challenging Party may proceed to the next  
26 stage of the challenge process only if it has engaged in this meet and confer process first or  
27 establishes that Qualcomm is unwilling to participate in the meet and confer process in a timely  
28 manner.



6.3 Judicial Intervention. If the Parties cannot resolve a challenge without court intervention, Qualcomm shall file and serve a motion to retain confidentiality under Civil Local Rule 7.1 within 21 days of the initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed in the preceding paragraph. Failure by Qualcomm to make such a motion including the required declaration within 21 days (or 14 days, if applicable) shall automatically waive the confidentiality designation for each challenged designation. In addition, the Challenging Party may file a motion challenging a confidentiality designation at any time if there is good cause for doing so, including a challenge to the designation of a deposition transcript or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a competent declaration affirming that the movant has complied with the meet and confer requirements imposed by the preceding paragraph.

The burden of persuasion in any such challenge proceeding shall be on Qualcomm. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless Qualcomm has waived the confidentiality designation by failing to file a motion to retain confidentiality as described above, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Qualcomm's designation until the court rules on the challenge.

## **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by Qualcomm in connection with this case only for prosecuting, defending, or attempting to settle the Proceedings. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Proceedings have been terminated, a Receiving Party must comply with the provisions of Section 13 below (FINAL DISPOSITION).

Protected Material must be stored and maintained by a Receiving Party at a location and



1 in a secure manner<sup>1</sup> that ensures that access is limited to the persons authorized under this Order.

2 Nothing in this Protective Order shall prevent or restrict a Party's own disclosure or use of  
3 its own Discovery Material for any purpose, and nothing in this Order shall preclude any Party  
4 from showing its own Discovery Material to an individual who prepared the Discovery Material.

5 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
6 ordered by the court or permitted in writing by Qualcomm, a Receiving Party may disclose any  
7 information or item designated "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action and the Proceedings, as  
9 well as employees of said Outside Counsel of Record to whom it is reasonably necessary to  
10 disclose the information for this action and the Proceedings;

11 (b) the officers, directors, and employees (including House Counsel) of the Receiving  
12 Party to whom disclosure is reasonably necessary for the Proceedings and who have signed the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is  
15 reasonably necessary for the Proceedings and who have signed the "Acknowledgment and  
16 Agreement to Be Bound" (Exhibit A);

17 (d) the court and its personnel in each of the Proceedings;

18 (e) court reporters and their staff, professional jury or trial consultants, and Professional  
19 Vendors to whom disclosure is reasonably necessary for the Proceedings and who have signed the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

21 (f) during their depositions, witnesses in the Proceedings to whom disclosure is reasonably  
22 necessary and who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A),  
23 unless otherwise agreed by Qualcomm or ordered by the court. Pages of transcribed deposition  
24 testimony or exhibits to depositions that reveal Protected Material must be separately bound by  
25 the court reporter and may not be disclosed to anyone except as permitted under this Stipulated  
26 Protective Order.

27 \_\_\_\_\_  
28 <sup>1</sup> On request by Qualcomm, the Receiving Party shall store any electronic Protected Material in  
password-protected form.

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by Qualcomm, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this action and the Proceedings;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for the Proceedings, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.4(a), below, have been followed;

(c) the court and its personnel in each of the Proceedings;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for the Proceedings and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items to Experts.

(a) Unless otherwise ordered by the court or agreed to in writing by Qualcomm, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(b) first must make a written request to Qualcomm that (1) identifies the general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information that the Receiving Party seeks permission to disclose to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current employer(s), (5) identifies each person or entity from whom the

1 Expert has received compensation or funding for work in his or her areas of expertise or to whom  
2 the expert has provided professional services, including in connection with a litigation, at any  
3 time during the preceding five years,<sup>2</sup> and (6) identifies (by name and number of the case, filing  
4 date, and location of court or administrative agency) any litigation or administrative proceedings  
5 in connection with which the Expert has offered expert testimony, including through a  
6 declaration, report, or testimony at a deposition or trial, during the preceding five years.

7 (b) A Party that makes a request and provides the information specified in the preceding  
8 respective paragraphs may disclose the subject Protected Material to the identified Expert unless,  
9 within 10 court days of delivering the request, the Party receives a written objection from  
10 Qualcomm. Any such objection must set forth in detail the grounds on which it is based.

11 (c) A Party that receives a timely written objection must meet and confer with Qualcomm  
12 (through direct voice to voice dialogue) to try to resolve the matter by agreement within seven  
13 days of the written objection. If no agreement is reached, the Party seeking to make the disclosure  
14 to the Expert may file a motion as provided in Civil Local Rule 7.1. Any such motion must  
15 describe the circumstances with specificity, set forth in detail the reasons why disclosure to the  
16 Expert is reasonably necessary, assess the risk of harm that the disclosure would entail, and  
17 suggest any additional means that could be used to reduce that risk. In addition, any such motion  
18 must be accompanied by a competent declaration describing the parties' efforts to resolve the  
19 matter by agreement (i.e., the extent and the content of the meet and confer discussions) and  
20 setting forth the reasons advanced by Qualcomm for its refusal to approve the disclosure.

21 In any such proceeding, Qualcomm shall bear the burden of proving that the risk of harm  
22 that the disclosure would entail (under the safeguards proposed) outweighs the Receiving Party's  
23 need to disclose the Protected Material to its Expert.

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27 <sup>2</sup> If the Expert believes any of this information is subject to a confidentiality obligation to a third-  
28 party, then the Expert should provide whatever information the Expert believes can be disclosed  
without violating any confidentiality agreements, and the Party seeking to disclose to the Expert  
shall be available to meet and confer with Qualcomm regarding any such engagement.

1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN**  
2 **OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation that compels  
4 disclosure of any information or items designated in this action as “CONFIDENTIAL” or  
5 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” that Party must:

6 (a) promptly notify Qualcomm in writing. Such notification shall include a copy of the  
7 subpoena or court order;

8 (b) promptly notify in writing the party who caused the subpoena or order to issue in the  
9 other litigation that some or all of the material covered by the subpoena or order is subject to this  
10 Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

11 (c) cooperate with respect to all reasonable procedures sought to be pursued by  
12 Qualcomm.<sup>3</sup>

13 If Qualcomm objects, the Party served with the subpoena or court order shall not produce  
14 any information designated in this action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL  
15 – ATTORNEYS’ EYES ONLY” before a determination by the court from which the subpoena or  
16 order issued. Qualcomm shall bear the burden and expense of seeking protection in that court of  
17 its confidential material – and nothing in these provisions should be construed as authorizing or  
18 encouraging a Receiving Party in this action to disobey a lawful directive from another court.

19 **9. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

20 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected  
21 Material to any person or in any circumstance not authorized under this Stipulated Protective  
22 Order, the Receiving Party must immediately (a) notify Qualcomm in writing of the unauthorized  
23 disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c)  
24 inform the person or persons to whom unauthorized disclosures were made of all the terms of this  
25 Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to  
26 Be Bound” that is attached hereto as Exhibit A.

27 <sup>3</sup> The purpose of imposing these duties is to alert the interested parties to the existence of this  
28 Protective Order and to afford Qualcomm an opportunity to try to protect its confidentiality  
interests in the court from which the subpoena or order issued.

1 **10. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**  
2 **PROTECTED MATERIAL**

3 When Qualcomm gives notice to Receiving Parties that certain inadvertently produced  
4 material is subject to a claim of privilege or other protection, the obligations of the Receiving  
5 Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not  
6 intended to modify whatever procedure may be established in an e-discovery order that provides  
7 for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and  
8 (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or  
9 information covered by the attorney-client privilege or work product protection, the parties may  
10 incorporate their agreement in the stipulated protective order submitted to the court.

11 **11. MISCELLANEOUS**

12 11.1 Right to Further Relief. Nothing in this Order abridges the right of any person to  
13 seek its modification by the court in the future.

14 11.2 Right to Assert Other Objections. By stipulating to the entry of this Protective  
15 Order no Party waives any right it otherwise would have to object to disclosing or producing any  
16 information or item on any ground not addressed in this Stipulated Protective Order. Similarly,  
17 no Party waives any right to object on any ground to use in evidence of any of the material  
18 covered by this Protective Order.

19 11.3 Filing Protected Material. Without written permission from Qualcomm or a court  
20 order secured after appropriate notice to all interested persons, a Party may not file in the public  
21 record in this action any Protected Material. To the extent available in the jurisdictions where the  
22 Proceedings are pending, a Party that seeks to file confidentially any Protected Information must  
23 comply with all applicable rules governing such filings (including, for example, rules requiring a  
24 court order authorizing the confidential filing of the specific Protected Information at issue). To  
25 the extent confidential filing is not available in the jurisdiction where Proceedings are pending, a  
26 Party will provide notice to Qualcomm and all interested persons before filing any confidential  
27 documents and will work together with Qualcomm and all interested persons, including all other  
28 Parties to the Proceedings, to allow the use of such information while providing confidentiality

1 protections. Notwithstanding the foregoing, a Party requesting a court order regarding the filing  
2 of Protected Information may disclose to the Court a description of the nature of the Protected  
3 Information sufficient for the Court to rule on the request for an order.

4 **12. FILING UNDER SEAL & MODIFICATIONS PER CHAMBERS RULE VII**

5 12.1 No document shall be filed under seal unless counsel secures a court order  
6 allowing the filing of a document, or portion thereof, under seal. An application to file a  
7 document under seal shall be served on opposing counsel, and on the person or entity that has  
8 custody and control of the document, if different from opposing counsel. If opposing counsel, or  
9 the person or entity who has custody and control of the document, wishes to oppose the  
10 application, he/she must contact the chambers of the judge who will rule on the application to  
11 notify the Court that an opposition to the application will be filed

12 12.2 The Court may modify the protective order in the interests of justice or for public  
13 policy reasons on its own initiative.

14 **13. FINAL DISPOSITION**

15 Within 60 days after the final disposition of all of the Proceedings, as defined in paragraph  
16 2.14, each Receiving Party must return all Protected Material to Qualcomm or destroy such  
17 material. As used in this subdivision, "all Protected Material" includes all copies, abstracts,  
18 compilations, summaries, and any other format reproducing or capturing any of the Protected  
19 Material. Whether the Protected Material is returned or destroyed, the Receiving Party must  
20 submit a written certification to Qualcomm (and, if not the same person or entity, to the  
21 Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all  
22 the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has  
23 not retained any copies, abstracts, compilations, summaries or any other format reproducing or  
24 capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to  
25 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
26 legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work  
27 product, and consultant and expert work product, even if such materials contain Protected  
28 Material. Any such archival copies that contain or constitute Protected Material remain subject to

1 this Protective Order as set forth in Section 4 (DURATION).

2 **14. NOTICE**

3 Notices or requests made pursuant to this Protective Order may be made to the following  
4 entities by email, fax, or mail to the persons listed below:

5 **As to LGE:**

6 Andrew J. Gray IV  
7 agray@morganlewis.com  
8 Morgan, Lewis & Bockius LLP  
9 2 Palo Alto Square  
10 3000 El Camino Real, Suite 700  
11 Palo Alto, CA 94306  
12 Tel: (650) 843-4000  
13 Fax: (650) 843-4001

14 **As to Qualcomm:**

15 John A. Scott  
16 jascott@qualcomm.com  
17 Vice President, Legal Counsel  
18 Qualcomm Incorporated  
19 5775 Morehouse Drive  
20 San Diego, CA 92121  
21 Tel: (858) 651-5396  
22  
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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2 MORGAN, LEWIS & BOCKIUS LLP

3 DATED: May 30, 2012

s/ Andrew J. Gray IV

4 ANDREW J. GRAY IV

Attorneys for Applicants

5 LG ELECTRONICS DEUTSCHLAND GMBH and

6 LG ELECTRONICS JAPAN, INC.

7 DATED: May 30, 2012

s/ John A. Scott

8 JOHN A. SCOTT

Attorneys for QUALCOMM INCORPORATED

9 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

10 DATED: June 18, 2012

11   
12 HON. MITCHELL D. DEMBIN  
13 United States Magistrate Judge

**EXHIBIT A**

**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_[print or type full address],  
declare under penalty of perjury that I have read in its entirety and understand the Stipulated  
Protective Order that was issued by the United States District Court for the Southern District of  
California on \_\_\_\_\_[date] in the case of *In re LG Electronics Deutschland GmbH*, Case  
No. 512CV1197-LAB (MDD). I agree to comply with and to be bound by all the terms of this  
Stipulated Protective Order and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated Protective  
Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the  
Southern District of California for the purpose of enforcing the terms of this Stipulated Protective  
Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_  
\_\_\_\_\_[print or type full address and  
telephone number] as my California agent for service of process in connection with this action or  
any proceedings related to enforcement of this Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_